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## University of Medicine and Dentistry of New Jersey and International Brotherhood of Teamsters, Local 286 (1981)

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## University of Medicine and Dentistry of New Jersey and International Brotherhood of Teamsters, Local 286 (1981)

### Keywords

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

### Comments

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**AGREEMENT  
BETWEEN**

**UNIVERSITY OF MEDICINE AND  
DENTISTRY OF NEW JERSEY**

**and**

**TEAMSTERS LOCAL UNION NO. 286**

**PUBLIC SERVICE EMPLOYEES**

**July 1, 1981 — June 30, 1984**

X 6/84

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## PREAMBLE

This Agreement between the University of Medicine and Dentistry of New Jersey and Local No. 286, International Brotherhood of Teamsters has been created for the purpose of furthering harmony and mutual understanding between the University, the Union and its employees.

It is mutually understood that the mission of the University is to provide a quality education to its students and through its hospital facilities to deliver uninterrupted quality medical care to its patients and that this Agreement is intended to contribute to the fulfillment of that mission.

## RECOGNITION

A. The University of Medicine and Dentistry hereby recognizes Local No. 286 of the International Brotherhood of Teamsters as the exclusive representative for the purpose of collective negotiations for all terms and conditions of employment in a unit of employees employed by the University of Medicine and Dentistry at all locations as set forth in Paragraph (B) hereof.

B. The employees included are:

1. Licensed Practical Nurses
- \*2. Clerical Employees
- \*3. Health Care and Services Employees
- \*4. Operations, Maintenance and Service Employees
5. Permanent, Part-time employees in the above categories who regularly work a minimum of 20 hours per week.
6. Temporary full-time employees in categories 1 through 4 above who have been continuously employed by the University for a period of six months or longer.

\*As set forth in the list of included titles

The employees excluded are:

1. Managerial Executives
2. Professional Employees
3. Registered Nurses
4. Confidential Employees
5. Craft Employees and Craft Assistants
6. Supervisors
7. Guards and Policemen
8. All other Part-time, casual or temporary employees

## **ARTICLE I**

### **MANAGEMENT RIGHTS**

The University retains and may exercise all rights, powers, duties, authority and responsibilities conferred upon and vested in it by the laws and constitution of the State of New Jersey and the United States of America.

Except as specifically abridged, limited or modified by the terms of the Agreement between the University and the Union, all such rights, powers, authority, prerogatives of management and the responsibility to promulgate and enforce reasonable rules and regulations governing the conduct and the activities of employees are retained by the University.

## **ARTICLE II**

### **FAIR TREATMENT**

#### **A. No Reprisals**

It is understood and agreed that all employees covered by this Agreement enjoy the right to exercise their privileges provided under Chapter 303, P.L. 1968, as amended, the Grievance Procedure contained in this Agreement and all other terms of this Agreement without fear of discrimination or reprisals.

#### **B. Non-Discrimination**

The parties agree to follow a policy of non-discrimination on the basis of age, race, color, creed, national origin, ancestry, sex or marital status, political affiliation or participation in or association with the activities of any employee organization.

#### **C. Fair and Equitable Treatment**

All employees are entitled to fair and equitable treatment by supervision and management with regard to the terms and conditions of employment that affect them.

#### **D. Permanent Part-time Employees**

The inclusion of part-time employees within the bargaining unit and under this Contract shall not be construed to alter or expand the eligibility of part-time employees for coverage by any State program relating to terms

and conditions of employment. Where such part-time employees are eligible for State programs or coverage under provisions of this Contract, appropriate prorations will be made in accord with their part-time status.

#### **E. Temporary Full-time Employees**

Temporary full-time employees shall be eligible for all leave programs as described herein or otherwise stated in the policies of the University and shall be eligible for all health benefits described herein, subject to any required pre-enrollment period.

Provisions of Article XI (Seniority and Transfers) shall not be applicable to any temporary full-time employees in this unit.

### **ARTICLE III**

#### **PERSONNEL PRACTICES**

A. The University agrees to provide adequate and regularly maintained sanitary facilities for employees use. Each employee will maintain acceptable standards of personal hygiene and cleanliness in accordance with the requirements of his job.

B. The University shall furnish identification cards to all employees. Lost cards shall be reported immediately.

C. Whenever an employee is delayed in reporting for a scheduled work assignment, he shall endeavor to contact his supervisor in advance, if possible. An employee who has a reasonable excuse and is less than fifteen (15) minutes late is not to be reduced in salary or denied the opportunity to work the balance of his scheduled shift and he shall not be disciplined except where there is evidence of repetition or neglect. A record of such lateness shall be maintained and may be charged against any compensatory time accrual or vacation leave balances.

1. Lateness beyond the fifteen (15) minute period above shall be treated on a discretionary basis. However, this provision is not intended to mean that all lateness or each incidence of lateness beyond fifteen (15) minutes shall incur disciplinary action or loss of opportunity to complete a work shift or reduction of salary.

#### **D. Lateness or Absence Due to Weather Conditions**

1. When an employee is unable to get to his assigned work because of



weather conditions, his absence may be compensated if he has a sufficient compensatory time balance, or if none is available, a charge may be made against administrative leave balance or vacation balance if requested by the employee. Such absence will alternatively be without pay.

2. Employees late for duty due to delays caused by weather conditions and who made a reasonable effort to report on time may be given credit for such late time at the discretion of the University.

## **ARTICLE IV**

### **GRIEVANCE PROCEDURE**

#### **A. Definition of Grievance**

The term "Grievance" shall mean an allegation that there has been:

1. A breach, misinterpretation, or improper application of the terms of this Agreement; or
2. A claimed violation, misinterpretation, or misapplication of rules or regulations, existing policy, or orders of the University affecting the terms and conditions of employment.

#### **B. Purpose**

1. The purpose of this procedure is to assure prompt and equitable solutions of problems arising from the administration of this Agreement or other conditions of employment by providing an exclusive vehicle for the settlement of employee grievances.
2. It is agreed that the individual employee is entitled to utilize this grievance procedure and to Union representation in accordance with the provisions thereof. He shall not be coerced, intimidated or suffer any reprisals as a direct or indirect result of its use.

#### **C. General Provisions**

1. No grievance settlement reached under the terms of this Agreement shall add to, subtract from, or modify any terms of this Agreement.
2. Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration. When a grievant has Union representation, the Union's decision to request the movement of any grievance at any step or to terminate the grievance at any step shall be final as to the interests of the grievant and the Union.
3. Any claim of unjust discipline against an employee shall be

processed in accordance with the provisions of Article XV, Discipline of this Agreement.

4. Provisions of Article V B "Newark City Contract" may be grieved up to and including Step 2 of this grievance procedure. The decision at Step 2 will be final.

5. Reference by name or title or otherwise in this Agreement to Federal or State laws, rules, regulations promulgated thereunder, formal policies or orders of the State and/or University shall not be construed as bringing any allegation concerning the interpretation or application of such matters within the scope of arbitrability as set forth in this Agreement except as provided in this Agreement.

6. Grievance resolutions or decisions at Steps 1 and 2 shall not constitute a precedent in any arbitration or other proceeding unless a specific agreement to that effect is made by the University and the Union. This shall not be construed to preclude either party from introducing relevant evidence, including such grievance resolutions, as to the prior conduct of the other party.

7. No adjustment of any grievance shall impose retroactivity beyond the date on which the grievance was initiated or the ten (10) day period, provided in E.1 below except that payroll errors and related matters shall be corrected to date of error.

8. The Union representative and the University have the right directly to examine or cross-examine witnesses who appear at any step of this procedure.

#### **D. Informal Procedure**

Any member of the collective negotiating unit may orally present and discuss his complaint with his immediate supervisor on an informal basis. The employee may request the presence of the shop steward. Should an informal discussion not produce a satisfactory settlement, the grievant may move the grievance to the first formal step.

#### **E. Time Sequence for Filing and Decision**

1. A grievance must be filed at Step One within ten (10) calendar days from the date on which the act which is the subject of the grievance occurred or ten (10) calendar days from the date on which the grievant should reasonably have known of its occurrence whichever is later.

2. Reference to days in this procedure are working days of the party to which they apply except as otherwise specified.

3. Should a grievance not be satisfactorily resolved or should no

decision be forthcoming in the prescribed time at Steps One or Two, the grievance may, within three (3) working days, be submitted to the next step. The lack of response by the University within the prescribed time, unless time limits have been extended by mutual agreement, shall be construed as a negative response.

4. Where the subject of the grievance suggests it is appropriate and where the parties mutually agree, such grievance may be initiated at or moved to Step Two without a hearing at the lower Step.

5. If the finding or resolution of a grievance at any step in the grievance procedure is not appealed within a prescribed time, said grievance will be considered settled on the basis of the last answer provided, and there shall be no further appeal or review.

6. Time limits under this article may be changed by mutual agreement only.

7. Hearings shall be held and decisions after a scheduled grievance hearing shall be rendered in writing within the time limits below, except that the decision will be considered timely if rendered within these time limits or within three (3) days after the conclusion of the hearing, whichever is later:

- a. at Step One within five (5) days;
- b. at Step Two within ten (10) days of the receipt of the appeal from the Step One decision.

#### **F. Grievance Steps**

A grievance shall be presented and adjusted in accordance with the steps outlined below.

##### **Step One**

In the event the matter is not resolved informally, the grievance may be submitted in writing to the department head who shall hear the grievance and render a decision. The grievant may be represented by the shop steward or Union business agent.

##### **Step Two**

If the grievance is not resolved satisfactorily at Step One, it may be appealed to the President of the University. The President or his designee will conduct a hearing and render a decision. The grievant may be represented by the President of the Union or his designee.

If the grievance involves a matter as defined in A(2) under "Definition of Grievance" the decision of the President or his designee will be final.

### Step Three Arbitration

1. In the event that the grievance has not been satisfactorily resolved in Step Two, and the grievance involves an alleged violation of the Agreement as described in the definition of a grievance in A.1 above, then a request for arbitration may be brought only by the Union, through its President within ten (10) calendar days from the day the Union received the Step Two decision, by mailing a written request for arbitration to the Director of the Governor's Office of Employee Relations. If mutually agreed, a small case pre-arbitration conference may be scheduled to frame the issue or issues. All communications concerning appeals and decisions shall be made in writing. A request for arbitration shall contain the name of the University Department and employee involved, copies of the original grievance, appeal documents and written decisions rendered at the lower steps of the grievance procedure.

2. Within thirty (30) days of the execution of this Agreement, the parties shall mutually agree upon a panel of three (3) arbitrators. Each member of the panel shall serve in turn. If a member of the panel is unable to serve, the next member in sequence shall then serve. In the event the parties are unable to agree upon a panel of arbitrators within thirty (30) days, arbitrators shall be selected, on a case by case basis, under the selection procedure of the Public Employment Relations Commission, until such time as the parties mutually agree upon a panel.

3. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement or laws of the State, or any written policy of the State or sub-division thereof or of the University, and shall confine his decision solely to the interpretation and application of this Agreement. He shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him, nor shall he submit observations or declaration of opinions which are not relevant in reaching the determination. The decision or award of the arbitrator shall be final and binding, consistent with applicable law and this Agreement. In no event shall the same question or issue be the subject of arbitration more than once. The arbitrator may prescribe an appropriate back pay remedy when he finds a violation of this Agreement. The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this Agreement. Rules, regulations, formal policies or orders of the State or the University shall not be subject to revision by the arbitrator except if specifically provided herein. The fees and expenses of the arbitrator and recording of the procedure shall be divided equally between the parties. Any other cost of this proceeding shall be borne by the party

incurring the cost.

4. The arbitrator shall hold the hearing at a time and place convenient to the parties within thirty (30) calendar days of his acceptance to act as arbitrator and shall issue his decision within thirty (30) days after the close of the hearing.

**G. Grievance Investigation — Time Off**

When a grievance has been formally submitted in writing and the Union represents the grievant, and where the Union Chief Steward, Steward, or other Representative Officer requires time to investigate such grievance to achieve an understanding of the specific work problem during work hours, the Chief Steward, Steward or Officer will be granted permission and reasonable time, to a limit of one (1) hour, to investigate without loss of pay. It is understood that the supervisor shall schedule such time release providing the work responsibilities of the Chief Steward, Steward, or Officer and of any involved employee are adequately covered and providing further there is no disruption of work. Such time release shall not be unreasonably withheld and upon request could be extended beyond the one (1) hour limit for specified reasons, if the circumstances warrant an exception to this limit. Where a Union Steward serves a mutually agreed upon grievance district encompassing two (2) or more geographically separated work locations and where the circumstances require it, a maximum of two (2) hours may be authorized for any appropriate investigation of grievances. In certain limited situations, when specifically requested by the Local Union President, or in his absence his designee, and authorized by the appropriate University official or his designee, it may be advantageous to investigate an alleged contractual grievance prior to the formal submission of the grievance, and permission for such investigation, within the time constraints provided above, shall not be reasonably withheld.

Such time release shall not be construed to include preparation of paperwork, record keeping, conference among Union Officials nor preparation for presentation at a grievance hearing.

**ARTICLE V**

**PRIOR BENEFITS AND EXISTING CONTRACTS**

**A. Prior Benefits and Practices**

Any and all existing benefits, practices and general working conditions uniformly affecting all employees in the unit in effect on the date of

this Agreement shall remain in effect except to the extent they are modified by this Agreement. Regulatory policies initiated by the University which have the effect of work rules governing the conditions of employment in its various facilities and which conflict with any provision of this contract shall be considered to be modified consistent with the terms of this contract, provided that if the University changes or intends to make changes which have the effect of eliminating or altering such terms and conditions of employment, the University will notify the Union and, if requested by the Union within ten (10) days of such notice or of such change or of the date on which the change would reasonably have become known to the employees affected, the University shall within twenty (20) days of such request enter negotiations with the Union on the matter involved, providing the matter is within the scope of issues which are mandatorily negotiable under the Employer-Employee Relations Act as amended and further, if a dispute arises as to the negotiability of such matters, the then procedures of the Public Employment Relations Commission shall be utilized to resolve such dispute.

#### **B. Newark City Contract**

The terms and conditions of the Contract between the City of Newark and the University transferring the Martland Hospital to the University shall continue to be implemented with no reduction of conditions and is attached as Appendix A.

### **ARTICLE VI**

#### **Administration of Agreement**

The Union and the University shall upon the request of either party schedule quarterly meetings for the purpose of reviewing the administration of this Agreement and to discuss problems which may have arisen. Such meetings are not intended to by-pass the grievance procedure or to be considered negotiating meetings, but are intended to be a means of fostering good employer-employee relations.

### **ARTICLE VII**

#### **WAGES**

##### **A. Salary Program**

The parties acknowledge the existence and continuation during the

term of this Agreement of the State Compensation Plan which incorporates in particular but without specific limit the following basic concepts:

1. A system of position classifications with appropriate position descriptions.
2. A salary range with specific minimum and maximum rates and intermediate merit incremental steps therein for each position.
3. Regulations governing the administration of the plan, including an Employee Performance Evaluation.
4. The authority, method and procedures to effect modifications as such are required.

**B. Correcting Payroll Errors**

Payroll errors amounting to one day's pay or more, when brought to the attention of the Payroll Department, shall be corrected within 24 hours of the time the error is reported by the affected employee.

**C. Salary Program July 1, 1981 to June 30, 1983**

There shall be a 10% accross the board increase applied to current base salary. 60% of that increase shall be effective in the first pay period of fiscal year 1981-82 and the remaining 40% shall become effective in the 14th pay period. There shall be an additional salary increase of seven percent effective in the first pay period of fiscal year 1982-83.

The minimum annual salary for 40 hour employees shall be adjusted to \$8,400 in the first pay period of fiscal year 1981-82. 35 hour employees minimum shall be \$7,500.

**D.** The parties to this Agreement understand that the public services provided to the citizenry of the State of New Jersey require a continuing cooperative effort particularly during this period of severe fiscal constraints. They hereby pledge themselves to achieve the highest level of service by jointly endorsing a concept of intensive productivity improvement which may assist in realizing that objective.

**ARTICLE VIII**

**HOURS OF WORK AND OVERTIME**

**A. Hours of Work**

1. The duration of the work week for each job classification within the unit shall be consistent for all employees within each classification having the same salary level, except for part-time employees. The regularly scheduled standard workweek is assigned as either 35 hours, 37½ hours, or 40 hours. Part-time employees are assigned workweeks shorter than the standard workweek.

2. All full-time employees shall be scheduled to work a regular shift as determined by the University which work shifts shall have stated starting and quitting times. When scheduled changes are made, the maximum possible notice shall be given and the employee's convenience shall be given consideration.

3. An employee whose shift has changed shall be given adequate advance notice which normally will be at least one week and shall not be less than forty-eight (48) hours except in the case of an emergency. Should such advance notice not be given, an employee affected shall not be deprived of the opportunity to work the regularly scheduled number of hours in his workweek.

4. Work schedules shall provide for a fifteen (15) minute rest period during each one half (½) shift. Employees who are required to work beyond their regular quitting time into the next shift shall receive a fifteen minute rest period when the period of work beyond their regular shift exceeds two (2) hours.

5. The time sheet of an employee shall be made available for inspection on his request.

6. When an employee is called to work outside his regularly scheduled shift, he shall be compensated for the actual hours worked. He shall be guaranteed a minimum of two (2) hours compensation whether or not the two (2) hours are worked, except when the end of the call-in period coincides with the beginning of his regular shift.

7. The provisions of this section A do not apply to employees designated as "N.L." Hours of work for N.L. employees may be adjusted by the University in keeping with existing regulations and procedures.

## **B. Overtime**



1. The University conforms to the N.J. State Regulations on Overtime.
2. All employees shall be compensated at time and one half (1½) for all hours worked in excess of their regularly scheduled, standard workweek. Overtime pay and other premium pay shall not be pyramided.
3. Such overtime hours shall be compensated either by (a) cash, or (b) compensatory time off; at the rate of one and a half (1½) hours for each hour worked.
4. For the purpose of computing overtime, all holidays hours paid for but unworked and hours of paid leave shall be counted as hours worked for overtime purposes.
5. Insofar as the same is practical and consistent with the efficiency of operations, overtime shall be scheduled and distributed on a rotational basis by job classification within each functional work unit without any discrimination. To the extent that it is practical and reasonable to foresee, the University shall give the employees as much advance notice as possible relative to the scheduling of overtime.
6. For the purposes of this provision, each employee is expected to be available for overtime work. An employee who refuses an overtime assignment shall be considered to have worked for the purpose of determining equal distribution of overtime. Once an employee is scheduled and accepts an overtime assignment, he shall be subject to all University rules and regulations and the appropriate provisions of this Agreement.
7. Lists reflecting the overtime call status of the employees shall be available to the Union in the functional work unit.
8. The provisions concerning overtime do not apply to employees designated as "NL". Hours of work for "NL" employees may be adjusted by the responsible agency official in keeping with existing regulations and procedures.
9. Supervisors shall be required to maintain accurate weekly records of employee's compensatory time balances. This record shall be made available for inspection upon request of the employee.

## **ARTICLE IX**

### **HOLIDAYS**

The number of holidays provided to members of the unit will be equal to the number of holidays provided by Statute or Executive Order to all State employees, but in no case shall the number of holidays provided members of the unit be fewer than thirteen (13) in number.

When an extra holiday declared by Executive Order coincides with an official holiday of the University, the employee may schedule a day off in lieu of the holiday within one year.

The employee shall meet with his/her supervisor to schedule a mutually agreeable date for use of the holiday. Such holiday may not be used prior to its being earned.

On services requiring seven-day coverage, consistent with good patient care, the University will make every effort to rotate major holidays among the employees within the work unit.

When a scheduled holiday falls on either Saturday or Sunday the following controls:

1. For the employees on a Monday to Friday standard work week schedule, a scheduled holiday falling on a Sunday is observed on the following Monday; a scheduled holiday falling on a Saturday is observed on the preceeding Friday.
2. For employees on a seven day standard work week schedule, a scheduled holiday falling on a Saturday or Sunday is observed on that day.
3. In no instances will an employee receive the duplicating benefit of both 1 and 2 for the same holiday.

If an employee is required to work on a holiday, he will be paid in accordance with University policy (1) at the rate of time and one-half his basic rate for all hours worked, in addition to (2) his holiday allowance. Such compensation will conform where appropriate, to the treatment given Overtime pay above in Article VIII-B. Premium pay provisions in this article and in this agreement do not apply to "N.L." employees.

## **ARTICLE X**

### **VACATIONS**

**A. Vacation Benefits**

All employees covered by this Agreement will be entitled to the following vacation schedule:

**Amount of Service**

- |    |  |                                    |
|----|--|------------------------------------|
| 1. | Up to the end of the first calendar year | 1 ¼ working days for each month    |
| 2. | From 1 to 12 years                       | 1 ¼ working days for each month    |
| 3. | From 13 to 20 years                      | 1 ½ working days for each month    |
| 4. | Upon completion of 20 years              | 2 1/12 working days for each month |

**B. Vacation Schedules**

Subject to the pressure of proper patient care, the choice of vacation time will be determined within the work unit on the basis of University seniority subject to the current University vacation policy.

**C. Use of Vacation Time**

1. After the initial 90-day probationary period, vacation allowance may be taken as accrued. Vacation allowance must be taken by the end of the calendar year following the calendar year in which it is accrued.
2. An employee may request a maximum of one (1) year of earned vacation allowance be carried forward into the next succeeding year. The request shall be made in writing to the appropriate department head and may be approved for good reason.
3. All permanent part-time employees who are included in this bargaining unit shall accrue vacation leave credit on a proportionate basis.
4. Employees will not be charged for vacation leave on a holiday or for the scheduled day off in lieu of a holiday.
5. When an employee is on vacation and requires sick leave for any portion of that vacation leave, he/she must immediately request the use of accumulated sick leave, in accordance with the University policies through the designated authority. Such requests may be made by telephone, telegram or letter, but if by phone, should be confirmed by telegram or letter. No sick leave will be credited unless supporting medical evidence verifying the illness or injury is presented.

**D. Notice Approval**

Vacation time may be taken only after the employee has given prior notice to and received the written approval of his department head. Where an employee has an earned vacation balance which has not been previously scheduled on or before October 1, the Supervisor will meet with the employee to determine a schedule of such vacation time so that no accrued vacation time will be lost.

**E. Separation**

Upon separation from the University or retirement, an employee shall be entitled to vacation allowance of unused vacation time accrued within the time limit described in (A) above, except that an employee separated during his initial probationary period will not be entitled to such allowance.

**F. Death**

If an employee dies having vacation credits accrued within the limits in (A) above, a sum of money equal to the compensation computed on said employees salary rate at the time of death shall be calculated and paid to the employee's estate.

**ARTICLE XI**

**SENIORITY AND TRANSFERS**

**A. Seniority**

**1. Job Promotion**

Seniority will be one of the criteria for job promotions.

**2. Seniority**

Seniority will be credited from date of hire to all permanent employees upon the completion of a 90-day probationary period.

**3. Lay-Off**

Seniority will prevail on lay-offs due to lack of work in the job classification. Seniority will prevail on call backs within one year from lay-off.

**4. Shift Preferences**

When vacancies on preferred shifts and in the same work unit open, requests may be entered by employees in the same classification as the vacancy. Such requests shall be given preferential treatment prior to job

bidding in the employee's order of seniority whenever the requirements of proper patient care permits.

**5. Changes in Status**

A transferred, reclassified or promoted employee serves a 90-day probationary period on the new job. If the employee fails to perform satisfactorily he may be returned to his former job (if still open) or placed in an opening suitable to his work experience.

**6. Termination of Seniority**

An employee's seniority is broken by quits, discharges, other types of terminations, lay-offs of more than one year, or refusal of a suitable position while on lay-off.

**B. Transfers**

**1. Voluntary Transfers from One Work Unit to Another Work Unit**

a. The Personnel Department shall prepare for posting of all actual or anticipated permanent vacancies within the University. The lists shall be posted on the bulletin boards one (1) week in advance of filling the vacancy. A copy of each list shall be provided to the Union.

b. Non-probationary employees who wish to make application for lateral transfer to any such vacancy shall submit their requests in writing to the Personnel Department.

c. Selection shall be based on the qualifications of the applicants, seniority and the welfare of the University.

d. All accumulated leave benefits will be transferred with the employee.

e. When an eligible employee is not transferred for reasons other than lack of seniority, such employee shall be notified of the reasons for denial of transfer in writing by the Personnel Department.

**2. Involuntary Transfers from One Unit to Another Unit**

a. No involuntary transfers shall be made except for just, fair and equitable cause.

b. Where requested, the Personnel Department shall furnish to

the employee who has been transferred, an explanation in writing for the transfer.

c. All accumulated leave benefits will be transferred with the employee.

**C. Contracting Services**

If the University contemplates contracting for work normally performed by employees covered by this Agreement, the University agrees to, prior to the execution of such contract, meet with the Union for discussion of the proposed contract. If such a contract is executed, the University agrees to make every effort to arrange that displaced employees be given other jobs with the University for which they are qualified.

If such jobs are not available within the University, every reasonable effort will be made to secure suitable employment with other employers in the area. If such contracting necessitates the lay-off of personnel, employees so affected shall be given at least 45 days notice prior to being laid off and will be given the opportunity to fill vacancies for which they are qualified before new employees are hired for such vacancies.

**ARTICLE XII**

**EMPLOYEE BENEFITS**

**A. Health and Retirement Benefits**

Except as otherwise provided in the contract with the City of Newark for acquisition of Martland Hospital, all members of the unit are eligible for Health Insurance, Pension/Life Insurance benefits on the same basis and to the same extent provided to all State employees. Should legislative action improve these benefits for State employees during the life of this contract members of the unit shall receive such additional benefits as are applicable to them.

**1. State Health Benefits Program**

a. During the term of this Agreement the University shall continue to provide and to pay the full cost of the current State Health Benefits Program of New Jersey Blue Cross/Blue Shield, which shall be the series "750" plan effective August 1, 1975, including Rider "J", Major Medical Benefits for all eligible employees in the unit. Effective January 1982, the State shall replace the present 750 series Surgical plan with the 14/20 plan.

As defined under the State Health Benefits Program, employees' eligible dependants who are enrolled in the program shall be covered without cost to the employee.

b. The University will extend to a maximum period of 90 days the health insurance coverage for eligible employees and their covered dependants enrolled in the State Health Benefits Program upon exhaustion of such employee's accumulated sick and vacation leave and who are granted an approved sick leave without pay, with the University paying the cost. In those instances where the leave of absence (or an extension of such leave) without pay is for a period of more than 90 days, the employee may still prepay Health Benefits premiums at the group rate provided to the State for the coverage provided in paragraph a. for the next 270 days of the approved leave of absence following the period of 90 days paid for by the State as provided in the paragraph above.

2. Health Maintenance Organization

Pursuant to N.J.S.A. 26:J-1 through 30, employees may opt to receive medical coverage from approved Health Maintenance Organizations, when available, in lieu of the normal coverage under the State Health Benefits Program. Eligibility requirements and administrative procedures are governed by the State Health Benefit Commission. Pursuant to N.J.S.A. 26:2J-1 through 30, the State shall not make a contribution for any employee greater than the contribution which would otherwise be made to the State Health Benefits Program. Therefore, as determined by the Health Benefits Commission, employees opting to participate in a Health Maintenance Organization will be required to contribute the difference in the cost for such participation.

3. Those former Newark City employees who continue as employees of the University after age 65 and who would be ineligible to continue in the State Health Benefits Plan because of lack of coverage under Federal Medicare Protection shall be enrolled in a separate coverage Blue Cross/Blue Shield Plan, the cost of which will be shared equally by the University and the employee. This provision shall take effect only after appropriate legislation is enacted.

4. The University agrees to assume the full cost of the health benefits coverage for University employees and their dependents, but not including survivors, when such employees retire after 25 years or more of service as

provided under the State Plan, excepting those who elect deferred retirement, but including those who retire for disability on the basis of fewer years of service as credited in the State Plan, and the cost of charges under Part B of the Federal Medicare Program covering the eligible employee and the employee's spouse, where retirement is effective on or after July 1, 1972.

**B. Employee Protection**

The University agrees to continue its policy of maintaining appropriate insurance to cover all damages, losses or expenses arising whenever any civil action has been or shall be brought against an employee for any act or omission arising out of and in the course of the performance of the duties of such employee.

**C. Uniforms**

1. Where the University requires employees to wear uniforms, the University will generally provide the uniforms. However, in those instances where the University chooses not to provide uniforms required to be worn by certain employees, the University will give the employees an annual uniform allowance.

2. The annual uniform allowance shall be increased by \$200 to a total of \$300 per year.

**D. Physical Examination**

The University will provide to each member of the unit a physical examination at the time of employment and, upon request, annually thereafter, at no cost to the employee.

**E. Tuition Refund Plan**

The Tuition Refund Plan shall be continued by the University. The Union and the University shall continue to meet and discuss the program in order to update it as may be necessary.

**F. Insurance Savings Program**

Subject to any condition imposed by the insurer, all employees shall have the opportunity to voluntarily purchase various insurance policies on a group participation basis. The policy costs are to be borne entirely by the employee selecting insurance coverages provided in the program. The University will provide a payroll deduction procedure whereby authorized moneys may be withheld from the earned salary of such employees and



remitted to the insurance company.

The insurance company will provide information concerning risks covered, service offered, and all other aspects of the program to each interested employee.

#### **G. Eye Care Program**

It is agreed that the State shall continue the Eye Care Program during the period of this Agreement. The Program shall be administered by the State and shall provide benefits to all eligible full-time employees and their eligible dependents (spouse and children under 19 years of age or under 23 if resident in the household or a full-time student and not employed in a full-time position).

The Program shall provide for eligible employees and dependents to receive a \$25 payment for prescription eyeglasses with regular lenses or a \$30 payment for such glasses with bifocal lenses.

Each eligible employee and dependent may receive only one payment during the two-year period that this program will be in effect. The extension of benefits to dependents shall be effective only after the employee has been continuously employed for a minimum of sixty (60) days.

The forms to be filled out by the employee for payment shall identify both the State and the Union, but shall be submitted directly to the State.

#### **H. Dental Care Program**

It is agreed that the State shall continue the Dental Care Program, during the period of this Agreement. The Program shall be administered by the State and shall provide benefits to all eligible full-time unit employees and their eligible dependents.

I. The State agrees to include employees in this unit in the State of New Jersey Temporary Disability Plan. It is a shared cost plan which provides payments to employees who are unable to work as the result of non-work connected illness or injury and who have exhausted their accumulated sick leave. The plan will become effective upon completion of the necessary legislative action and administrative planning.

J. The State-administered Prescription Drug Program shall be continued, in keeping with the legislative appropriation.

## **ARTICLE XIII**

### **CLASSIFICATION OF NEW POSITIONS AND JOB DESCRIPTIONS**

A. When a new position is created during the life of this Agreement, the University shall designate the job classification for said position. In the event the Union objects to the designated rate, it shall have the right to submit its objections and supporting data in writing to a review committee. If, after this review, the Union remains dissatisfied, it shall have the right to submit the matter as a Step Two grievance in the Grievance Procedure. The decision at Step Two will be final.

B. The University shall upon written request provide the Union with a copy of any job description within the Unit. The University shall further provide copies of new job descriptions or those job descriptions which are changed.

## **ARTICLE XIV**

### **EMPLOYEE PERFORMANCE EVALUATION**

A. Employee performance shall be evaluated and reviewed with the employee annually by the employee's supervisor. Each overall evaluation shall fall into one of the following categories: "Outstanding", "Superior", "Satisfactory", "Marginal" or "Unsatisfactory".

B. Each employee shall be notified of the rating determined for him and given an opportunity to participate in the formulation of performance standards and improvement goals for the next appropriate evaluation. The period of such re-evaluation should be established consistent with the performance standards and improvement goals developed by the supervisor and the employee.

C. The employee shall be provided with copies of the performance evaluation and the agreement on performance standards and improvement goals. All evaluations shall be signed by the supervisor and by the employee before being placed in the employee's personnel file. The employee's signature shall signify that the employee has seen and reviewed the evaluation, but not that he necessarily concurs with its contents.

D. Employees receiving a MARGINAL rating shall not be entitled to receive a merit increase. The supervisor shall review the performance deficiencies with the employee and shall counsel the employee as to appropriate steps which should be taken to improve performance and shall review with the employee any warnings or prior counseling received with respect to performance. The employee's performance must be re-evaluated after another three month period (within 90 days) and if the performance is evaluated at a level of satisfactory or better, then the employee shall receive a merit increase as of the date of the re-evaluation. If upon re-evaluation the performance has not come up to a satisfactory level then the merit shall be denied for the balance of the year and re-evaluation shall be considered to be a final warning for purposes of the disciplinary process.

E. Employees receiving an UNSATISFACTORY rating shall not be entitled to receive a merit increase. An UNSATISFACTORY performance evaluation shall be considered as a final warning for purposes of the disciplinary process. The supervisor shall review the performance deficiencies with the employee and shall counsel the employee as to appropriate steps which should be taken to improve performance and shall review with the employee any warnings or prior counseling received with respect to performance. The supervisor shall also advise the employee that failure to improve performance may result in further discipline up to and including discharge. The performance of employees evaluated as UNSATISFACTORY shall be carefully monitored by the supervisor. If the employee's performance improves to the level of satisfactory or better, then the employee shall be re-evaluated six months after the date of the unsatisfactory rating and shall receive a merit increase as of the date of the re-evaluation. If performance remains below the satisfactory level, such employee shall be discharged.

## **ARTICLE XV**

### **DISCIPLINE**

A. The terms of this article shall apply to all employees including former Newark City employees acquired by the University under the terms and conditions of the contract between the City of Newark and the University transferring Martland Hospital to the University. However, the terms of this article shall not apply to probationary employees except as specified in paragraph K (1) below. Discipline of any employee shall be imposed only for just cause.

B. Discipline under this article means official written reprimand, suspension without pay, reduction in grade or dismissal from service, based upon the personal conduct or performance of the involved employee. Dismissal from service or reduction in grade based upon a layoff or operational changes made by the University shall not be construed to be discipline.

C. Just cause for discipline including dismissal from service shall include those causes set forth in the University Rules and Regulations. This list of causes is not exclusive and discipline up to and including dismissal from service may be made for any other combination of circumstances amounting to just cause.

D. Where an appointing authority or his designee imposes discipline pursuant to paragraph C, written notice of such discipline shall be given to the employee. Such notice shall contain a reasonable specification of the nature of the charge, a general description of the alleged acts and/or conduct upon which the charge is based and the nature of the discipline.

E. The name of any employee who is notified of suspension or dismissal pursuant to paragraph D shall be transmitted to the Union as soon as feasible but not to exceed 72 hours after such notice.

F. Any grievance relating to the involved disciplinary matter must be filed by the employee within ten (10) calendar days of notice of discipline to the employee involved. The President of the University or his designee, will convene a hearing within twenty (20) calendar days after receipt of such disciplinary grievance. The President of the University, or his designee, shall render a written decision within twenty (20) calendar days from the date of such hearing. The employee may be represented at such hearing by the Local Union President, or his designee. The decision rendered herein shall be final except where the disciplinary grievance involves a penalty as set forth in paragraph G below.

G. In the event the grievance has not been satisfactorily settled or otherwise resolved and involves the following contemplated or implemented penalties:

1. Suspension of five days or more at one time;
2. Suspensions more than three times or for an aggregate or more than 15 days in one calendar year;

3. Demotion;
4. Discharge.

Then, the Union may appeal the disciplinary grievance through the disciplinary arbitration process has herein provided.

H. An appeal to disciplinary arbitration may be brought only by the Union through its President or his designee by mailing a written request for disciplinary arbitration to the Director of the Governor's Office of Employee Relations, which must be postmarked within ten (10) calendar days from the decision rendered in paragraph F. A request for disciplinary arbitration shall contain the name of the department and the employee involved, a copy of the original grievance, the notice of discipline and any written decisions rendered concerning the matter.

I. Within thirty (30) days of the execution of this agreement, the parties shall mutually agree upon a panel of not less than three disciplinary arbitrators. Each member of the panel shall serve in turn as the sole arbitrator for a given case. Where a member of the panel is unable to serve, the next member in sequence shall then serve. In the event the parties are unable to agree upon a panel of arbitrators within thirty (30) days, arbitrators shall be selected, on a case by case basis under the selection procedure of the Public Employment Relations Commission, until such time as the parties agree upon a panel. The disciplinary arbitrator shall hold a hearing at a place convenient to the parties as soon as possible after the request for arbitration but not later than thirty (30) days after the arbitrator accepts the case. The arbitrator shall issue a decision as soon as possible but not later than 30 days after the hearing.

J. Arbitrators in disciplinary matters shall confine themselves to determinations of guilt or innocence and the appropriateness of penalties and shall neither add to, subtract from, nor modify any of the provisions of this Agreement by any award. The arbitrator's decision with respect to guilt, innocence or penalty shall be final and binding upon the parties. In the event the arbitrator finds the employee guilty, he may approve the penalty sought or modify such penalty as appropriate to the circumstances, in accord with discipline as set forth in paragraph C, above. Removal from service shall not be substituted for a lesser penalty. In the event the arbitrator finds the employee innocent or modifies a penalty, he may order reinstatement with back pay for all or part of a period of suspension or reduction in grade for all

or part of the period that the employee was dismissed from service. The arbitrator may consider any period of suspension served or the period that the employee was dismissed from service in determining the penalty to be imposed. Should the arbitrator's award provide reinstatement with back pay for all or part of a period of suspension, termination of service or reduction in grade, the employee may be paid for the hours he would have worked in his normally scheduled work week, at his normal rate of pay, but not exceeding 40 hours per week or eight hours per day, less any deductions required by law or other offsetting income, for the backpay period specified by the arbitrator. The arbitrator's decision shall contain a short statement of the nature of the proceedings, the positions of the parties and specific findings and conclusions on the facts. In addition, the arbitrator's decision shall discuss any of the testimony, evidence or positions of the parties which merit special analysis. The fees and expenses of the arbitrator and recording of the procedure shall be divided equally between the parties. Any other cost of this proceeding shall be borne by the party incurring the cost.

#### **K. General Provisions**

1. The terms of this Article shall not apply to probationary employees or employees serving a working test period, provided such working test period does not exceed six months. This exclusion shall not apply to probationary employees who otherwise hold permanent appointment in a job classification included in the negotiating unit, except that under no circumstances will the University's judgement as to the adequacy of the employee's performance in a probationary period or any action taken in pursuance thereof be deemed to be discipline within the meaning of this Article.

#### **2. Administrative Summons**

A member of the unit who receives a verbal or written administrative summons to report to the Personnel Department, a supervisor or other administrative officer on a matter involving discipline, suspension or discharge may be accompanied by a representative of the Union local at the employee's request. If during the course of a discussion between an employee and a representative of the Personnel Department, a supervisor or other administrative officer, a matter should arise which could lead to a question of discipline, suspension or discharge, the employee may, at that time, request such Union representation.

3. Where criminal charges are initiated, the right of the employee to representation by his attorney shall not be violated.

4. An employee shall not be disciplined for acts, except those which would constitute a crime, which occurred more than one year prior to the service of the notice of discipline. The employee's whole record of employment, however, may be considered with respect to the appropriateness of the penalty to be imposed.

5. Nothing in this Article of Agreement shall be construed to limit the right of the University to implement any disciplinary action not withstanding the pendency of any grievance proceeding.

## **ARTICLE XVI**

### **LEAVES OF ABSENCE**

#### **A. Maintenance of Benefits — Leave With Pay**

Employees on leave with pay shall continue to receive full benefits by the University as provided by this Agreement.

#### **B. Maternity Leave**

Employees covered by this Agreement shall be entitled to maternity leave as hereinafter set forth. Request for such leave will be made in writing to the Personnel Department. Notification of the pregnancy shall be given to the Personnel Department not later than the end of the third month of the pregnancy. Except for reasons of health and safety or inability to perform her job, the pregnant employee shall be permitted to work provided the attending physician approves and so advises in writing. Such employee shall be granted earned and accumulated sick leave during the time prior to the expected date of confinement and for one month after the actual date of birth. Additional time beyond the one month period shall be granted upon presentation of a doctor's certificate setting forth the necessity therefor.

During maternity leave, earned and accumulated vacation time and earned compensatory time will be utilized when sick leave is exhausted.

Subject to approval by the appointing authority, employees covered by this Agreement who are entitled to maternity leave who are without or have exhausted accrued sick leave, vacation or compensatory time will be granted leave of absence without pay to the end of the period of maternity leave prescribed above. Leaves of absence may be granted by the appointed authority for a period or periods not to exceed a total of one year from the initial date of maternity leave, upon written request when accompanied by a doctor's certificate setting forth the need therefor.

Maternity leave shall not be granted beyond one year.

Requests for maternity leave are subject to review by the University's Medical Department.

**C. Sick Leave**

The current sick leave policy shall be continued during the life of this Agreement as follows:

1. During the remainder of the calendar year in which an employee first acquired permanent status, that employee will accumulate sick leave privileges as earned on the basis of one and one-quarter ( $1\frac{1}{4}$ ) days per month of service or major fraction thereof.

2. Permanent employees starting with the second year of permanency shall be entitled to fifteen (15) days sick leave each calendar year on a cumulative basis: except that, employees still in their initial probationary period as of any January 1 will not be granted such fifteen (15) days on a cumulative basis. Such employees will earn one and one quarter ( $1\frac{1}{4}$ ) days per month of service, January through March, and will be entitled to eleven and one quarter ( $11\frac{1}{4}$ ) days on a cumulative basis as of April 1, immediately following. The leave is credited in advance in anticipation of continued employment for the full year and may be used on the basis and in accordance with established University policy.

3. An employee commences earning sick leave from the day of hiring and as long as said employee is on the payroll of the University.

4. Sick days not taken by an employee in any one year shall then accumulate from year to year.

5. When an employee becomes ill while on his assigned work shift and he cannot continue his work because of the illness, he shall be compensated for a minimum of one half ( $\frac{1}{2}$ ) day except that if he has worked four (4) or more hours, he shall be compensated for the regularly assigned shift. Excuse for such illness will be granted by the appointing authority, by appropriate supervisory or medical personnel when available.

6. Whenever a permanent employee retires, except an employee who elects deferred retirement, pursuant to the provisions of a State administered retirement system and has to his credit any accrued sick leave, he shall be compensated for such accrued sick leave.

The supplemental compensation payment to be paid hereunder shall



be computed at the rate of one-half ( $\frac{1}{2}$ ) of the eligible employee's daily rate of pay for each day earned and unused accumulated sick leave based upon the average annual base rate of compensation received during the last year of his employment prior to the effective date of his retirement, provided, however, that no lump sum supplemental compensation payment shall exceed \$12,000.00.

The compensation shall be paid in accordance with the State rules then obtaining.

#### **D. Death**

At the time of a death of a family member, up to three (3) consecutive calendar days off with pay will be granted to members of the unit provided they are scheduled to work those days, and provided sick pay or other paid leave is accumulated to the credit of the employee, and is so charged.

Members of the immediate family are defined as spouse, children, parents, brothers or sisters, parents-in-law or other relatives living in the employee's household. Exceptions may be made to the designated members of the immediate family in cases in which the deceased has had a long-standing familial relationship with the employee.

In the cases where the death of a grandchild, grandparent, brother-in-law, aunt or uncle, niece or nephew occurs, up to one calendar day off with pay will be granted to attend the funeral services, provided sick pay or other paid leave is accumulated to the credit of the employee, and is so charged.

#### **E. Administrative Leave**

Newly hired employees during the remainder of their first calendar year of service shall be granted one and one-half ( $1\frac{1}{2}$ ) days of administrative leave of absence with pay for each three(3) months of service to the statutory limit of three (3) days.

Other employees shall be entitled to three (3) days of Administrative Leave of Absence with pay in each calendar year: except that employees still in their initial probationary period as of any January 1, will not be granted such three (3) days limit until the immediately succeeding April 1.

Administrative leave may be used for emergencies, personal business or other personal affairs, observation of religious or other days of celebration but not holidays.

Administrative leave shall be granted by the appointing authority upon written request of the employee (except in the case of emergency) and leave shall be scheduled in advance provided the request may be granted without interference with the proper conduct of the government function involved.

Priority in granting such requests shall be (1) emergencies, (2) observation of religious or other days of celebration but not holidays, (3) personal business, (4) other personal affairs.

Administrative leave may be scheduled in units of one-half ( $\frac{1}{2}$ ) day, one (1) day or more than (1) day.

Such leave credit shall not accumulate. Unused balances in any year shall be cancelled.

#### **F. Special Leave**

1. An employee shall be granted necessary time off without loss of pay when he is summoned and performs jury duty as prescribed by applicable law; or when required to perform emergency civilian duty in relation to national defense or other emergency when so ordered by the Governor or the President of the United States.

2. When an employee is summoned to appear as a witness before a court, legislative committee, or judicial or quasi judicial body unless the appearance is as a party to the litigation in a matter unrelated to his capacity as an employee, he shall be granted necessary time off without loss of pay if such appearance is during his scheduled work shift. Where his appearance is during a shift period immediately contiguous to his scheduled shift, he shall be granted compensatory time equal to the hours required for such duty.

3. In no case will this special leave be granted or credited for more than the employee's normal work day or work-week to a maximum of 8 hours in any day or 40 hours in any week.

4. The employee shall notify management immediately of his requirement for this leave, and subsequently furnish evidence that he performed the duty for which the leave was requested.

#### **G. Marriage Leave**

The University will grant a two (2) week leave of absence without pay to an employee who requests it for the marriage of the employee.

#### **H. Military Leave**

Policy on military leave will be governed by applicable State and Federal Statute.

**I. Return From Leave**

An employee timely returning from a leave of absence without pay will be returned to work without diminution of salary or other tangible benefits, except as otherwise provided in this Agreement, and in the same or equivalent job classification.

**J. Leave of Absence Due to Injury**

An employee covered by this Agreement who is disabled because of a job-related injury or disease shall, upon appropriate recommendation and approval by the University, be granted a leave of absence with pay. Contingent upon the availability of departmental funds legally usable for this purpose, such approved leave may be granted with full pay, with reduced pay, or with full pay for a certain period and reduced pay thereafter.

Any amount of salary or wages paid or payable to an employee for disability leave shall be reduced by the amount of Workmen's Compensation Award under the New Jersey Workmen's Compensation Act for temporary disability.

Such leave may be granted for up to one year from the date of injury or illness and shall be based on medical or other proof of the injury or illness and the continuing disability of the employee.

This program shall be administered without discrimination.

**ARTICLE XVII**

**POLICY AGREEMENTS**

A. Neither the Union nor any employee represented by it will engage in or support any strike, work stoppage or other job action.

B. No lockout of employees shall be instituted or supported by the University during the term of this Agreement.

C. The Union recognizes its responsibility as exclusive collective negotiations agent and agrees to represent all employees in the unit without discrimination.

**ARTICLE XVIII**

**UNIVERSITY — UNION BUSINESS**

**A. Union Activity**

1. The University agrees that during working hours, on its premises and without loss of pay, or when otherwise agreed upon, Chief Stewards and Union Stewards previously designated and authorized to represent the Union and recognized by the University shall be allowed to:

- a) Represent employees in the unit at grievance hearings.
- b) Investigate a grievance which has been formalized and submitted in writing, providing that such investigation time will be limited to a maximum of one hour and further provided there is no interruption of work activities. In emergency situations these limitations may be extended.
- c) Submit Union notices for posting.
- d) Attend negotiating meetings if designated as a member of the negotiating team and scheduled to attend by the Union.
- e) Attend scheduled meetings with the University and its representatives concerning the application and administration of this Agreement.

2. The authorized Union representative shall provide reasonable notification to his supervisor and to the appointing authority whenever he requests permission to transact such Union business. Permission will not be unreasonably withheld. It is further understood that the supervisor has the right to seek adjustment of appointments when the work situation warrants this.

#### **B. Union/University Representation**

1. The Union shall furnish the Personnel Director or other designee of the University a list of all official Union representatives, specifying their authority and showing the name, title or office for each and the department and shifts for which they function. The Union shall notify the University of any changes in the list and keep it current.

2. The University will furnish the occupational title of every University employee such as Director of the Hospital, Department Heads or subordinate level department supervisors or Personnel representatives who have the authority from the University to be considered either the immediate super-

visor of any negotiations unit employee for oral or written complaint, or written grievance purposes, or who are otherwise empowered by the University to interpret or apply the terms and provisions of the Agreement on behalf of the University.

3. Both parties agree to recognize and deal with only properly authorized and empowered University or Union representatives who are officially made responsible by the parties' written compliance with this Section of this Article.

4. Employees designated by the Union as stewards will be allowed to wear identification including Union insignia and their name, department and shift providing the identification does not become hazardous in the duties of said employee.

5. It is agreed that the Union will appoint or elect up to twenty (20) Stewards and the following officers, listed below, who will be recognized by the University in their defined authority to act for the Union: President, Secy-Treasurer, Attorney of Record, 3 Business Agents, and 2 Consultants of the Union.

#### **C. Union Privileges**

The following privileges shall be made available to the Union, provided they are not abused and subject to all pertinent rules and regulations of the State:

1. Telephone calls from Teamsters Local No. 286 to Union Officers or Shop Stewards will be taken directly by the Officer unless he/she is not available in which case a message shall be transmitted to the Official as soon as possible.

2. Where there are public address systems in the work areas, the Union may submit notices of meetings or calls for Union representatives which will be announced.

3. Where the Union has mail to be delivered to its Officers or Shop Stewards, the interoffice mail system will be made available, provided that priority is retained for the business of the University.

4. The Union shall be allowed to conduct normal business meetings on State properties, provided that space is available, requests are made and approved at least one (1) week in advance of the proposed date of use and that liability or the damages, care and maintenance and any costs which are attendant thereto are borne by the Union. Employees may attend such meetings only during off duty hours.

5. Where the University has a newsletter or house organ which is published periodically for the information of employees, announcements of Union meetings or affairs will be included if requested by the Union, provided such announcements are consistent with the editorial practices in effect.

6. The Local Presidents may request use of available space for use as an office or for the storage of papers and files of the Teamsters local. Provision of such space shall not be unreasonably withheld when available; however, the University shall not incur any liability for loss or damage that may occur. Further, the Union may be permitted to furnish file cabinets or other equipment to the commitment above and under the same conditions. The permission to utilize facilities of the University may be withdrawn at any time.

**D. Reassignment (for Union Officers and Stewards)**

1. The State and the Union recognize that Union Officers and Stewards have in their relationship to their jobs a need for continuity in the assigned shift and location which exceeds that of other fellow employees. It is agreed, therefore, that these Union Officers and Stewards will not be routinely reassigned.

2. Union Officers and Stewards shall not be reassigned, unless special circumstances warrant it. This provision will not be used unreasonably or arbitrarily.

**E. Bulletin Boards**

1. The University will provide space on centrally located bulletin boards which will be used exclusively for the posting of Union notices. The space provided at each bulletin board will be a minimum of 30" by 30".

2. The material to be posted on the bulletin boards will be brought to the Personnel Office by the Union for approval. The Union business agent shall make the postings.

3. The material to be placed on the Union bulletin boards will consist of the following:

- a) Notices of Union elections and the results of elections
- b) Notices of Union appointments
- c) Notices of Union meetings

- d) Notices of Union social and recreational events
- e) Notices concerning official Union business.

4. The designated Personnel Officer will approve the posting except when such material is profane, obscene, defamatory of the State or University and its representatives or which constitutes election campaign propaganda.

#### **F. Union Dues Deduction**

1. The University agrees to deduct from the regular paycheck of employees included in this bargaining unit, dues for the Teamsters Local No. 286, provided the employee authorizes such deduction in writing in proper form to the local University Personnel Office.

2. Union dues deductions for any employee in this negotiating unit shall be limited to the Teamsters Local No. 286, the duly certified majority representative.

3. Dues or fees so deducted in the University shall, within ten (10) days of the date of deduction, be transmitted to the designated officer of the Union, together with a listing of the employees included.

4. The Secretary-Treasurer of the Union shall certify to the University the amount of Union dues and shall notify the University of any changes in dues structure thirty (30) days in advance of the requested date of such change.

#### **G. Leave for Union Activity**

The University agrees to provide leave of absence with pay for delegates of the Union to attend Union activities. A total of fifteen (15) days of such leave may be used each year of this Agreement.

This leave is to be used exclusively for participation in regularly scheduled meetings or conventions of labor organizations with which the Union is affiliated or for training programs for Stewards and Union Officers and for which appropriate approval by the University is required. Written notice, from the Union of the authorization of an individual to utilize such leave time shall be given to the University Personnel Office where the individual is employed at least twenty-one (21) days in advance of the date or dates of such meeting except in an emergency, less notice may be given. It is intended to be fairly distributed among institutions of the University.

Granting of such leave to an employee shall not be unreasonably withheld by the University.

Leave will be granted to individuals authorized by the President or the Business Manager of the Union, but shall be limited to a maximum of ten (10) days of paid leave in a year period and five (5) days of paid leave for any single conference or convention for any individual employee except in the case where special approval of an exception may be granted by the University.

Leave not utilized in any yearly period shall not be accumulated except that where the Union requests in writing not later than thirty (30) days prior to the end of the year period a maximum of twenty (20%) percent of the allotted days may be carried over into the succeeding year period for specifically approved meetings.

In addition, the University agrees to provide leave of absence without pay for delegates of the Union to attend Union activities approved by the University. A total of ten (10) days of such leave of absence without pay may be used in each year of this Agreement. Granting of such leave shall not be unreasonably withheld by the University. This additional leave of absence without pay to be used under the same conditions and restrictions expressed in connection with the leave of absence with pay.

#### **H. Membership Packets**

The Union may supply membership packets which contain information for distribution to new employees, including the role of the Union, the membership application and a copy of this Agreement, as well as other material mutually agreed to by the University and the Union. The University agrees to distribute such membership packets to new employees during the initial phase of employment. The University will provide a fifteen (15) minute period during the new employee's training period to allow a Teamsters Local No. 286 representative to meet and explain the Union's responsibilities. If the Local representative cannot be present during such training period, the Local Union President will be allowed to make such a presentation to a maximum of twelve (12) times per year.

#### **I. Representation Fee (Agency Shop)**

##### **1. Purpose of Fee**

Beginning thirty (30) days after agreement on this contract, all eligible nonmember employees in this unit will be required to pay to the majority representative a representation fee in lieu of dues for services rendered by the majority representative. Nothing herein shall be deemed to require any



employee to become a member of the majority representative.

2. Amount of Fee

Prior to the beginning of each contract year, the Union will notify the State in writing of the amount of regular membership dues, initiation fees and assessments charged by the Union to its own members for that contract year, and the amount of the representation fee for that contract year. Any changes in the representation fee structure during the contract year shall be in accordance with F.4 above.

3. Deduction and Transmission of Fee

After verification by the State that an employee must pay the representation fee, the State will deduct the fee for all eligible employees in accordance with this Article.

The mechanics of the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

The State shall deduct the representation fee as soon as possible after the tenth day following reentry into this unit for employees who previously served in a position identified as excluded or confidential, for individuals reemployed in this unit from a reemployment list, for employees returning from leave without pay, and for previous employee members who become eligible for the representation fee because of nonmember status.

The State shall deduct the representation fee from a new employee as soon as possible after thirty (30) days from the beginning date of employment in a position in this unit.

4. Demand and Return System

The representation fee in lieu of dues only shall be available to the Union if the procedures hereafter are maintained by the Union.

The burden of proof under this system is on the Union.

The Union shall return any part of the representation fee paid by the employee which represents the employee's additional pro rata share of expenditures by the Union that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment, or applied toward the cost of any other benefits available only to members of the majority representative.

The employee shall be entitled to a review of the amount of the representation fee by requesting the Union to substantiate the amount

charged for the representation fee. This review shall be accorded in conformance with the internal steps and procedures established by the Union.

The Union shall submit a copy of the Union review system to the Office of Employee Relations. The deduction of the representation fee shall be available only if the Union establishes and maintains this review system.

If the employee is dissatisfied with the Union's decision, he may appeal to three-member board established by the Governor.

**5. State Held Harmless**

The Union hereby agrees that it will indemnify and hold the State harmless from any claims, actions or proceedings brought by any employee in the negotiations unit which arises from deductions made by the State in accordance with this provision. The State shall not be liable to the Union for any retroactive or past due representation fee for an employee who was identified by the State as excluded or confidential or in good faith was mistakenly or inadvertently omitted from deduction of the representation fee.

**6. Legal Requirements**

Provisions in this clause are further conditioned upon all other requirements set by statute.

## **ARTICLE XIX**

### **ACCESS TO PERSONNEL FOLDERS AND EVALUATIONS**

A. An employee shall, within five (5) working days of a written request to his agency or department, have an opportunity to review his central personal history folder in the presence of an appropriate official of the department or agency to examine any criticism, commendation or any evaluation of his work performance or conduct prepared by the University during the term of this Agreement. Such examination shall not require a loss of paid time. If requested by the employee, a non-employee union representative may accompany the employee.

He shall be allowed to place in such file a response of reasonable length to anything contained therein. The University will honor a request made by an employee for a copy of any derogatory item included in that employee's folder.

B. Each regular written evaluation of work performance shall be

reviewed with the employee and evidence of this review shall be the required signature of the employee on the evaluation form. Such signature shall not be construed to mean agreement with the content of the evaluation unless such agreement is stated thereon.

C. An employee may request the expungement of materials included in the folder where there are pertinent and substantive inaccuracies or for reasons of time duration, relevance or fairness. Such requests will be evaluated in relation to the University's needs for comprehensive and complete records but will not be unreasonably denied.

D. No document of anonymous origin shall be maintained in the personnel folder.

## **ARTICLE XX**

### **PRESERVATION OF RIGHTS**

Notwithstanding any other provision of this Agreement, the parties hereto recognize and agree that they separately maintain and reserve all rights to utilize the processes of the Public Employment Relations Commission and to seek judicial review of/or interpose any and all claims or defenses in legal actions surrounding such proceedings as unfair practices, scope of negotiations, enforcement or modification of arbitration awards, issues of arbitrability and specific performance of the Agreement.

## **ARTICLE XXI**

### **A. Legislative Action**

1. If any provisions of this Agreement require legislative action, or the appropriation of funds for their implementation, it is hereby understood and agreed that such provisions shall become effective only after the necessary legislative action or rule modification is enacted, and that the parties shall jointly seek the enactment of such legislative action or rule modification.

2. In the event that legislation becomes effective during the term of this Agreement which has the effect of improving the fringe benefits otherwise available to eligible employees in this unit, this Agreement shall not be construed as a limitation on their eligibility for such improvements.

## **B. Savings Clause**

If any provision of this Agreement shall conflict with any Federal or State law or Rules or Regulations of a State Regulatory body, or have the effect of eliminating or making the State ineligible for Federal funding, that specific provision of this Agreement shall be deemed amended or nullified to conform to such law. The other provisions of the Agreement shall not be affected thereby and shall continue in full force and effect.

Upon request of either party the University and the Union, agree to meet and renegotiate any provision so affected.

## **ARTICLE XXII**

### **COMPLETE AGREEMENT**

The University and the Union acknowledge this to be their complete Agreement inclusive of all negotiable issues whether or not discussed and hereby waive any right to further negotiations except as may otherwise be provided herein or specifically reserved for continued negotiation by particular reference in memoranda of understanding predating the date of signing of this Agreement and except that proposed new rules or modification of existing rules governing working conditions shall be presented to the Union and negotiated upon the request of the Union as may be required pursuant to Chapter 303 of the Laws of N.J. 1968 and as amended.

## **ARTICLE XXIII**

### **AVAILABILITY OF CONTRACTS**

Within thirty (30) days after the signing of this Agreement by both parties, 4,000 copies of this Agreement shall be printed by the University. The cost will be shared with the Union. The University will deliver 300 copies to the Union for their office use and will arrange to distribute a copy to each employee then in the bargaining unit and to each new employee covered by the contract.

## **ARTICLE XXIV**

### **TERM OF AGREEMENT, REOPENING, SUCCESSOR AGREEMENT AND NEGOTIATION PROCEDURES**

**A. Term of Agreement**

This Agreement shall become effective on the date when the Union presents written certification of proper ratification to the State and shall remain in full force and effect from July 1, 1981 to June 30, 1984. The certification shall be effective if delivered to the State within thirty (30) days of the signing of the Agreement.

**B. Reopening**

The parties agree to reopen this Agreement only for the negotiation of salaries and fringe benefits to become effective on or after June 30, 1983, provided that either party gives written notice of its desire to reopen for such purpose. Such notice shall be by certified mail prior to October 1, 1982.

**C. Successor Agreement**

The Agreement shall be renewed from year to year thereafter unless either party shall give written notice of its desire to terminate, modify or amend the Agreement. Such notice shall be by certified mail prior to October 1, 1983, or October 1, of any succeeding year for which the Agreement has been renewed. The parties agree to enter into collective negotiations concerning a successor Agreement to become effective on or after July 1, 1984, subject to the provisions above.

**D. Negotiations Procedures**

The parties also agree to negotiate in good faith on all matters properly presented for negotiations. Should an impasse develop, the procedures available under law shall be utilized exclusively in an orderly manner in an effort to resolve such impasse.

**E.** For the purpose of giving notice as provided in Article XXIV, the University may be notified through the Director, Office of Employee Relations, Governor's Office, 134 W. State Street, Trenton, New Jersey; the Vice-President for Personnel Resources, 100 Bergen Street, Newark, New Jersey; and the Union through Local 286 IBT, Totowa, New Jersey.

## INCLUDED JOB TITLES

Account Adjuster	Clerk Typist-Recept.
Accounting Assistant	Coding Clerk
Accounting Clerk	Collections Asst.
Accounting Asst./Machine Oper.	Comm. Operator RMS
Accounts Payable Expeditor	Communications Operator
Accounts Payable Tech.	Community Coordinator
Admitting Clerk	Community Organizer
Advanced Demo	Compensation Audit Clk.
Ambulance Driver	Composer MTST Operator
Anatomical Technician	Computer Operator I & II
Anesthesia Aide	Computer Operator/Secy.
Anesthesia Equip. Tech.	Console Operator I & II
Animal Care Coordinator	Cook
Animal Caretaker	Counselor Health Ed.
Arterial Blood/Gas Tech.	Counselor MRFIT
Assistant Buyer	Courier
Asst. Registrar Pat. Rcds.	D P Assistant
Asst. Safety Inspector	D P I/O Control Spec. I & II
Audio Visual Aide	Darkroom Tech.
Auto Admtg. Clerk	Data Control Spc. Trainee
Bkpg. Machine Operator/Bkpr.	Data Control Spec.
Bookkeeper	Data Pcsg. Librarian I
Bookkeeping Machine Opr.	Demo
Cadaver Program Asst.	Demo/Rje Oper I & II RMS
Cafeteria Cashier	Dental Assistant
Cardiac Ultrasound Tech.	Dental Asst. Monitor
Case Aide Assistant	Dental Hygienist Ex. Duty
Cashier	Dental Hygienist
Census Clerk	Dental X-Ray Technician
Central Supply Tech.	Dialysis Tech.
Chauffer	Diet Control Asst.
Claims Interviewer	Dietary Clerk
Claims Investigator	Dietetic Technician
Clerk Bookstore	Dietitian Assistant
Clerk Driver	Dispensary Clerk
Clerk Steno/Typist	Duplicating Machine Operator
Clerk Stenographer	EEG Technician
Clerk Typist	EEG Technician Trainee

EKG Technician  
 Electronic Tech. I & II  
 Elevator Operator  
 Equipment Control Clerk  
 Expeditor  
 Family Health Care Worker  
 Field Interviewer  
 File Clerk  
 Financial Counselor  
 Food Service Worker  
 Forms Design Technician  
 Garage Attendant  
 General Clerk Radiology  
 Graphic Artist  
 Graphic Artist III  
 Grill Worker  
 Groundskeeper/Laborer  
 Head Cashier  
 Head Cashier IMHS  
 Head Clerk  
 Head Cook  
 Head Demo  
 Head Offset Machine Operator  
 Health Records Technician  
 Hospital Services Worker  
 Housekeeping Serv. Worker  
 Information Prep. Clerk  
 Information Recpt. Clerk  
 Institutional Repairman  
 Instrument Maker  
 Inventory Control Clerk  
 Invoice Clerk  
 Key punch Operator  
 Lab Animal Technician  
 Laboratory Assistant  
 Laboratory Clerk  
 Laboratory Service Worker  
 Laboratory Technician  
 Library Technician II, III, IV & V  
 Locksmith

LPN  
 LPN — Newark  
 Machinist  
 Mail Clerk  
 MCST-MTST Operator  
 Mechanic Lab Equipment  
 Media Tech. III  
 Medical Dispatch Trainee  
 Medical Dispatcher I  
 Medical Records Clerk  
 Medical Srns. Asst.  
 Medical Technician  
 Medical Transcriber  
 Messenger  
 MH Spec Trainee RMS  
 Mental Health Spec I, II, III & IV  
 MH Spec II, III & IV — RMS  
 Mental Health Spec Trainee  
 Morgue Attendant  
 Morgue Custodian  
 Multi-Record Technician  
 Neurophysiology Tech.  
 Nursing Assistant MHU  
 Nursing Assistant RVH  
 Nutrition Aide  
 Occupational Therapy Aide  
 Offset Machine Operator  
 Operating Room Technician  
 Ophthalmic Assistant  
 Orthopedic Technician  
 Oxygen Therapy Attendant  
 Patient Accounts Clerk  
 Patient Care Expeditor  
 Patient Escort/Messenger  
 Patient Records Clerk  
 Patient Referral Coordinator  
 Patient Relations Asst.  
 Patient Service Rep. I & II  
 Patient Rcds Clk/Clin Affairs  
 Payroll Clerk

Payroll Clerk RMS  
 Payroll Clerk/Ben. RMS  
 Payroll Clerk/Cashier  
 Personnel Records Clerk  
 Pharmacy Clerk  
 Phlebotomist  
 Photographer  
 Physical Therapy Aide  
 Physical Therapy Assistant  
 Pncpl. Animal Caretaker Tech.  
 Pncpl. Audit Clerk  
 Pncpl. A/V Tech.  
 Pncpl. Clerk  
 Pncpl. Clerk/Bookkeeper  
 Pncpl. Clerk/Transcriber  
 Pncpl. Clerk-Typist  
 Pncpl. Demo  
 Pncpl. File Clerk  
 Pncpl. Lab Assistant  
 Pncpl. Lab Technician  
 Pncpl. Microfilm Machine Oper.  
 Pncpl. Offset Machine Operator  
 Pncpl. Recept./Patient Sched.  
 Pncpl. Statistical Clerk  
 Pncpl. Stock Clerk  
 Publications Assistant  
 Radiological Care Spec.  
 Radiological Tech. I & II  
 Receiving Clerk  
 Receiving Clerk RVH  
 Receiving Clerk Gen. Store  
 Receptionist  
 Recorder Registrar Office  
 Records/Statistics Clerk  
 Recept./File Clerk, Radiology  
 Recept./Record Clerk  
 Recept./Switchboard Operator  
 Repairer Mech.  
 Respiratory Therapy Technician  
 Secretary I, II, III & IV

Secretary/Technical Assistant  
 Senior A/V Technician  
 Senior Accounts Clerk  
 Senior Admitting Clerk  
 Senior Cashier  
 Senior Census Clerk  
 Senior Clerk  
 Senior Clerk Typist  
 Senior Invoice Clerk  
 Senior Mail Clerk  
 Sewing Worker  
 Special Procedures Technt.  
 Sprvg. Key punch Operator  
 Sprvg. Mail Clerk  
 Sprvg. Med. Recs. Clerk  
 Sr. Animal Caretaker Technician  
 Sr. Central Supply Technician  
 Sr. Claims Investigator  
 Sr. Clerk/Steno./Transcriber  
 Sr. Clerk/Steno./Typist  
 Sr. Custodian  
 Sr. Demo  
 Sr. Dialysis Technician  
 Sr. Drafting Technician  
 Sr. EKG Technician  
 Sr. File Clerk  
 Sr. Financial Counselor  
 Sr. Housekeeping Serv. Worker  
 Sr. Instrument Maker  
 Sr. Key punch Operator  
 Sr. Laboratory Assistant  
 Sr. Laboratory Mechanic  
 Sr. Laboratory Service Worker  
 Sr. Laboratory Technician  
 Sr. Medical Records Clerk  
 Sr. Medical Technician  
 Sr. Nuclear Technologist  
 Sr. Offset Machine Operator  
 Sr. Opd. Clerk  
 Sr. Personnel Records Clerk



Sr. Radiological Recept.  
Sr. Recept./Patient Sched.  
Sr. Recept./Switchboard Oper.  
Sr. Social Service Aide  
Sr. Stock Clerk  
Sr. Telephone Operator  
Sr. Unit Clerk  
Statistical Clerk Typist  
Stock Clerk  
Stock Handler  
Storekeeper I & II  
Supvg. Accounts Payable Clerk  
Supvg. Admitting Clerk  
Supvg. Bookkeeping Mach. Op.  
Supvg. Mail Clerk  
Supvg. Medical Technician  
Supvr. Word Processing  
Tech. Asst. Const./Monitoring  
Tech. Asst. Graphic Arts  
Tech./Catheterization Asst.  
Technical Asst./Transportation  
Technical Assistant  
Time/Attendance Clerk  
Utilization Review Spec.  
Verifier/Computer Oper.  
Ward/Unit Clerk

IN WITNESS WHEREOF, the State and the Union have caused this Agreement to be signed by their duly authorized representatives as of this 30th day of July, 1981.

FOR THE COLLEGE OF MEDICINE AND DENTISTRY OF NEW JERSEY:

*Stanley S. Bergen Jr.*  
*Stanley S. Bergen Jr.*

*Paul A. Harnett*  
*Arnold D. Mango*

FOR LOCAL 286, INTERNATIONAL BROTHERHOOD OF TEAMSTERS UNION:

*Ray C. [unclear]*  
*Adrian C. Johnson*  
*Virginia Eds.*  
*Edith Subel*  
*Robinson, Eula*  
*Virginia Christopher*  
*Gene Brown*  
*Deirdre Fortney*

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FOR THE STATE

*Weston D. Merritt*  
Weston D. Merritt  
Office of Employee Relations  
Office of the Governor

FOR THE GOVERNOR

*Frank A. Mason*  
Frank A. Mason  
Director, Office of Employee  
Relations  
Office of the Governor

6178-0086181f017-03

Bureau of Labor Statistics  
Collective Bargaining Studies

U.S. Department of Labor



800192  
ie  
February 12, 1982

*This report is authorized by law 29 U.S.C. 2.  
Your voluntary cooperation is needed to make  
the results of this survey comprehensive,  
accurate, and timely.*

Form Approved  
O.M.B. No. 044-R0003

1982 APR 10 PM 12:00  
RECEIVED

MAY 5 1982 - 2

Director of Employee Relations  
State of New Jersey  
State House  
Trenton, New Jersey 08608

Respondent:

We now have on file a copy of your collective bargaining agreement(s): covering the State College of Medicine and Dentistry with the International Brotherhood of Teamsters local #286. The agreement we have on file expired June 1980.

We would appreciate your sending us the following information to complete our files:

2  
(609) 492 2121  
A current copy of your agreement.

Number of employees covered 3000.

Please return this form with your information in the enclosed envelope which requires no postage.

Thank you for your cooperation.

Sincerely yours,

Janet L. Norwood

JANET L. NORWOOD  
Commissioner

Employer, Product, Service or Type of Business	Name of Union or Association	Number of Employees Normally Covered by Agreements
	<p>REC'D OFF OF FEB 19 2 57 PM '82 EMP. RELATIONS</p>	